

DEPARTMENT OF PROFESSIONAL AND FINANCIAL REGULATION

MAINE REAL ESTATE COMMISSION

In Re:)
Matthew G. Chamberlain)
Regency Real Estate) **CONSENT AGREEMENT**
762 Main Street)
South Portland, Maine)
)

INTRODUCTION

This Consent Agreement regarding the brokerage activity of Matthew G. Chamberlain is entered into pursuant to 32 M.R.S.A. § 13069(6)(B) (1988). The parties to this Consent Agreement are Matthew G. Chamberlain ("Chamberlain") and Carol J. Leighton, Director of the Maine Real Estate Commission ("Director").

FACTS

On May 9, 2005 Christine Johnson & Natalie Bradway ("Johnson & Bradway") filed a complaint with the Maine Real Estate Commission against Chamberlain, a broker licensed with and designated broker of Regency Real Estate located in South Portland. Based upon the staff investigation, the Director determined the facts to be as follows:

At some point Chamberlain listed for sale a home located at 300 Northeast Lane in Standish owned by Andy and Melissa Campbell ("the Campbells"). At the time of the listing, the sellers told Chamberlain the house was originally a ranch and that they had raised the roof and added a second floor, resulting in a 50% expansion of the total 3230 square feet of living area. The expansion also included an in-law apartment above the attached garage. According to Chamberlain the sellers also told him that they had obtained a building permit in 2002 and that they had been told by someone at the Town Office that they did not need to upgrade the septic system to accommodate the expansion unless the system failed.

Also during the listing process, Chamberlain obtained information from the sellers to complete the required property disclosures, including the private waste disposal system disclosure. The disclosure information recorded on the pre-printed form and signed by the sellers on October 7, 2003 provides the following information:

Type of system "Private"
Tank, Type and Size? "1000 gal. concrete septic tank"
Location? "back left corner of road"
Date of installation? "unknown"
Last servicing? "summer of 2002"

Name of Company Servicing Tank? Left blank
Experienced any malfunctions with septic tank? "No"
Leach Field? "yes"
Location of leach field? "back yard"
Date of installation of leach field? "unknown"
Leach field installed by? "unknown"
Name of Service company? "unknown"
Experienced any malfunctions with leach field? "no"
System located in Shoreland zone? "unknown"
Attachment explaining current problems, past repairs or additional information? "no"
Source of information? "owner"

During the investigation, Chamberlain confirmed his understanding that is it common for a town to require a septic design as part of process to obtain a building permit and that he assumed the Campbell's had a septic design completed in 2002. Chamberlain did not, however, ask the seller about a septic design being required to obtain the building permit when the disclosure information was obtained.

According to Chamberlain he checked at the town office regarding a building permit for the Chamberlain property and was verbally told by someone at the town office that a building permit had been issued. Chamberlain did not review the file nor did he ask anyone at the town office about a septic design.

Chamberlain promoted the sale of the Chamberlain property and described the property in the Statewide MLS, in part, as "5 BDRM 2.5 BATH PLUS AN IN-LAW. Hdwd flrs, gas frpl in lvrn, 3 decks, above grnd pool, hot tub, finished bsmt, bdrms on both flrs, lf back yard, 50% of total sf 3230 was added in 02.

During June of 2004 Chamberlain showed the Campbells' property to Johnson & Bradway. Chamberlain gave Johnson & Bradway copies of the property disclosure form and the Statewide MLS information.

On June 25, 2004 Chamberlain prepared a written offer from Johnson for the purchase of the Campbell property. Among the inspections requested was a general building inspection and a septic inspection, both of which were to be completed to the buyer's satisfaction. On June 26, 2004 the Campbells' accepted Johnson's offer. Johnson elected not to have the septic inspection completed.

The sale closed in July of 2004.

During October of 2004 Bradway applied to the Town for a permit to operate a day care business. As a result of this request, the Code Enforcement Officer found that after completion of the renovations by the Campbells, a Certificate of Occupancy had never been issued by the Town. The Town records contained a septic design the Campbells had prepared as part of the process to

obtain the building permit. The Town records confirm the septic design had been approved on 5/23/02. The approved plan was for the installation of two 1,000 gallon septic tanks, a medium size disposal field, and indicated the design was prepared to accommodate a seven bedroom home. The Town had no record that the septic system had been installed and Bradway was informed that the septic system needed to be updated and the Town could order that she vacate the property within 10 days. Ultimately the Town did not order that the property be vacated and in the spring of 2006 Johnson & Bradway had the septic system updated.

AGREEMENT

Whereas, the parties wish to conclude this matter without a hearing before the Commission, they hereby agree to the following terms, subject to the approval of the Commission and the Department of the Attorney General.

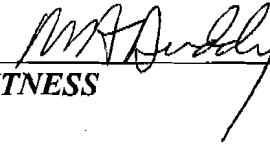
1. Chamberlain acknowledges all the facts set forth above as true to the best of his knowledge and belief.
2. Chamberlain acknowledges that at the time of obtaining information to complete the required private waste system disclosure information that he was aware that a septic design would be required to obtain a building permit and that he failed to ask the seller about the septic design and as such he failed to obtain and provide information that was pertinent to the waste disposal system, which constitutes a violation of 32 M.R.S.A. 13067 (1) (F) and Chapter 330 (15) (A) and (18) of the Commission rules in effect at that time.
3. Chamberlain acknowledges that he failed to convey, in writing, to the buyer prior to or during preparation of an offer the name of the contractor that serviced the septic tank, which constitutes a violation of 32 M.R.S.A. §13067(1)(F) and Chapter 330 Section (15) (A) and (18) of the Maine Real Estate Commission Rules in effect at that time.
4. Chamberlain agrees to pay a fine in the amount of \$600 on or before January 25, 2008. Payment is to be in the form of a bank check or money order payable to the Treasurer of the State of Maine.
6. The Director and the Commission agree that no further agency or legal action will be initiated against Chamberlain by the Commission based upon the facts described herein, except that in the event that Chamberlain does not fully comply with the terms of this Agreement, the Director or the Commission shall initiate whatever action is deemed necessary. However, the Director or the Commission may consider the misconduct described above as evidence of a pattern of conduct in the event that similar misconduct allegations are brought against Chamberlain in the future. Additionally, the Director or the Commission may consider the fact that discipline was imposed by this Agreement as a factor in determining appropriate discipline should any further misconduct allegations be proven against Chamberlain in the future.

Dated: 11/21/07



MATTHEW G. CHAMBERLAIN

Dated: 11/21/07



WITNESS


Dated: 11/26/07



CAROL J. LEIGHTON
Director
Maine Real Estate Commission

APPROVED

Dated: 1/17/08



ROBERT C. PERKINS
Assistant Attorney General
Commission Counsel for the
Office of the Attorney General



Jeffrey S. Mitchell
Chair
Maine Real Estate Commission